

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Bank of Montreal, as Agent		11/05/2010	Chartered Bank: CANADA

**RECEIVING PARTY DATA**

Name:	NYCO Minerals, Inc.
Street Address:	803 Mountain View Dr.
Internal Address:	PO Box 367
City:	Willsboro
State/Country:	NEW YORK
Postal Code:	12996
Entity Type:	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 12**

Property Type	Number	Word Mark
Registration Number:	1460455	NYCO
Registration Number:	1579679	NYAD G
Registration Number:	1087944	NYAD
Registration Number:	3448891	NYCOR
Registration Number:	1088443	NYCOR
Registration Number:	1378694	WOLLASTOCOAT
Registration Number:	1330375	MICACOAT
Registration Number:	2008091	NYGLOS
Registration Number:	2008092	RRIMGLOS
Registration Number:	2350603	ULTRAFIBE
Registration Number:	3370883	ELEKTRA-STAT
Serial Number:	77117219	ASPECT

**CORRESPONDENCE DATA**

**900179557**

**TRADEMARK  
 REEL: 004439 FRAME: 0484**

**CH \$315.00 1460455**

Fax Number: (303)893-1379  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Email: trent.martinet@dgslaw.com  
Correspondent Name: Trent Martinet  
Address Line 1: 1550 17th Street  
Address Line 2: Ste. 500  
Address Line 4: Denver, COLORADO 80202

ATTORNEY DOCKET NUMBER:	181017-9999
NAME OF SUBMITTER:	Trent Martinet
Signature:	/trent martinet/
Date:	12/22/2010

Total Attachments: 7  
source=executed release agreement#page1.tif  
source=executed release agreement#page2.tif  
source=executed release agreement#page3.tif  
source=executed release agreement#page4.tif  
source=executed release agreement#page5.tif  
source=executed release agreement#page6.tif  
source=executed release agreement#page7.tif

## RELEASE AGREEMENT

This Release Agreement (this "**Agreement**") is made effective November 5, 2010 among Rolling Rock Minerals, Inc., a Delaware corporation (the "**Borrower**"), American Tripoli, Inc., a Delaware corporation ("**ATI**"), NYCO Minerals, Inc., a Delaware corporation ("**NYCO**", and together with ATI, the "**Guarantors**") and Bank of Montreal, a Canadian chartered bank acting through its Chicago branch, as administrative agent on behalf of the Lenders (the "**Administrative Agent**").

### Recitals

**WHEREAS**, the Borrower, the Guarantors, the Administrative Agent and the Lenders entered into that certain Credit Agreement dated November 7, 2008 (as amended, modified, supplemented or restated from time to time, the "**Credit Agreement**");

**WHEREAS**, all capitalized terms in this Agreement (including the recitals hereto) which are not otherwise defined shall have the same meaning as in the Credit Agreement;

**WHEREAS**, the Borrower and the Guarantors are referred to herein as the "**Loan Parties**";

**WHEREAS**, pursuant to Section 11.11 of the Credit Agreement, the Administrative Agent has the authority to act on behalf of the Lenders and the L/C Issuer to release, Liens on the Collateral following termination or expiration of the Commitments and payment in full of the Secured Obligations;

**WHEREAS**, three standby letters of credit numbered BMTO236265OS, BMTO236268OS and BMCH235083OS in the stated face amounts of 39,375.00 Euro, 39,000.00 Euro and U.S. \$16,000.00, respectively, currently remain outstanding (the "*Outstanding Letters of Credit*") and the Borrower has agree to pledge to Administrative Agent cash collateral in the amount of 103% of the stated face amount of all such letters of credit as collateral security therefor (the "*Cash Collateral*") pursuant to the terms of a Cash Collateral Security Agreement dated as of even date herewith;

NOW THEREFORE the parties hereby covenant and agree as follows:

1. Subject to the terms of the Credit Agreement and other Loan Documents that survive the termination of each such agreement, the Administrative Agent confirms that all liabilities, obligations and indebtedness owing by the Borrower and the Guarantors to the Administrative Agent and the Lenders under and in connection with the Credit Agreement and the other Loan Documents have been paid in full and the Commitments have expired or have been terminated. Notwithstanding the foregoing, the Borrower and each Guarantor on whose behalf an Outstanding Letter of Credit was issued acknowledge that the foregoing shall not release or act as a discharge of any such party's obligations with respect to, or arising out of, any Outstanding Letters of Credit or any application or reimbursement agreement executed in connection therewith.

2. The Credit Agreement, the Revolving Credit Note, the Swing Note and the Term Note (the "Notes") are hereby terminated and shall be of no further force or effect, and the obligations of the Loan Parties under such agreements shall be cancelled, terminated, discharged and forever released, provided that nothing herein shall serve to release any such obligations that, by their express terms, survive the termination of such Notes. The the Notes marked "cancelled" or "paid in full" are enclosed with this Agreement.
3. The Security Agreement dated November 7, 2010 made by each of the Loan Parties in favor of the Administrative Agent (the "**Security Agreement**") is hereby terminated and shall be of no further force or effect, and the obligations of the Loan Parties under the Security Agreement, and the pledges, liens and security interests granted pursuant to the Security Agreement shall be cancelled, terminated, discharged and forever released; provided that nothing herein shall serve to release any such obligations that, by their express terms, survive the termination of the Security Agreement. The The originals of the following are enclosed with this Agreement:
  - (a) Share Certificate No. 9 for 1,000 Common Shares of NYCO, registered in the name of the Borrower (the "**NYCO Certificate**"),
  - (b) for cancellation, the undated Stock Power by which the Borrower agreed to transfer the NYCO Certificate in accordance with the Security Agreement,
  - (c) Share Certificate No. 2 for 1,000 Common Shares of ATI, registered in the name of the Borrower (the "**ATI Certificate**"),
  - (d) for cancellation, the undated Stock Power by which the Borrower agreed to transfer the ATI Certificate in accordance with the Security Agreement,
  - (e) Revolving Promissory Note in the principal amount of \$5,200,000 dated October 13, 2008 made by Minera Roca Rodando S. de R.L. de C.V. ("**Minera**") in favour of NYCO (the "**Intercompany Note**"), and
  - (f) for cancellation, the undated Instrument of Transfer by which NYCO agreed to transfer the Intercompany Note in accordance with the Security Agreement.
4. The Administrative Agent hereby releases Borrower and Servicios Piedra Tumbante S. de R.L. de C.V. ("**Servicios**") from the covenants and agreements of Servicios under the letter dated November 7, 2008 regarding "Acknowledgment of Pledge of Equity Interests" with respect to the pledge by the Borrower of 65% of the Borrower's equity interest in Servicios.
5. The Administrative Agent hereby releases Borrower and Minera from the covenants and agreements of Minera under the letter dated November 7, 2008 regarding "Acknowledgment of Pledge of Equity Interests" with respect to the pledge by the Borrower of 65% of the Borrower's equity interest in Minera.
6. The Blocked Account Control Agreement by and among NYCO, the Administrative Agent and JPMorgan Chase Bank, N.A. dated November 7, 2008 (the "**BACA**") is

hereby terminated and shall be of no further force or effect, and the obligations of NYCO under the BACA, and the pledges, liens and security interests granted pursuant to the BACA shall be cancelled, terminated, discharged and forever released; provided that nothing herein shall serve to release any such obligations that, by their express terms, survive the termination of the BACA. The Assigned Account Agreement by and among NYCO, the Administrative Agent and Harris N.A. dated November 7, 2008 (the "**Assigned Account Agreement**") is hereby terminated and shall be of no further force or effect, and the obligations of NYCO under the Assigned Account Agreement, and the pledges, liens and security interests granted pursuant to the Assigned Account Agreement shall be cancelled, terminated, discharged and forever released; provided that nothing herein shall serve to release any such obligations that, by their express terms, survive the termination of the Assigned Account Agreement.

7. The Patent Collateral Agreement by and among NYCO and the Administrative Agent dated November 7, 2008 as recorded in the records of the United States Patent and Trademark Office ("**USPTO**") on November 10, 2008 on reel 021805, frame 0225 (the "**Patent Collateral Agreement**") is hereby terminated and shall be of no further force or effect, and the obligations of NYCO under the Patent Collateral Agreement, and the pledges, liens and security interests granted pursuant to the Patent Collateral Agreement shall be cancelled, terminated, discharged and forever released; provided that nothing herein shall serve to release any such obligations that, by their express terms, survive the termination of the Patent Collateral Agreement. The Administrative Agent authorizes and directs any Loan Party or its agent to cancel, terminate, discharge and release, on behalf of the Administrative Agent, the security interest created by the Patent Collateral Agreement by filing appropriate documentation with the USPTO.
8. The Trademark Collateral Agreement by and among NYCO and the Administrative Agent dated November 7, 2008 as recorded in the records of the USPTO on November 18, 2008 on reel 003890, frame 0015 (the "**Trademark Collateral Agreement**") is hereby terminated and shall be of no further force or effect, and the obligations of NYCO under the Trademark Collateral Agreement, and the pledges, liens and security interests granted pursuant to the Trademark Collateral Agreement shall be cancelled, terminated, discharged and forever released; provided that nothing herein shall serve to release any such obligations that, by their express terms, survive the termination of the Trademark Collateral Agreement. The Administrative Agent authorizes and directs any Loan Party or its agent to cancel, terminate, discharge and release, on behalf of the Administrative Agent, the security interest created by the Trademark Collateral Agreement by filing appropriate documentation with the USPTO.
9. The Mortgage and Security Agreement with Assignment of Rents and Fixture Filing dated November 7, 2008, recorded on November 7, 2008, at Book 877, Pages 104-131, in Ottawa County, Oklahoma, from ATI, as mortgagor, for the benefit of the Administrative Agent, as mortgagee (the "**Oklahoma Mortgage**") is hereby terminated and shall be of no further force or effect, and the obligations of ATI under the Oklahoma Mortgage, and the pledges, liens and security interests granted pursuant to the Oklahoma Mortgage shall be cancelled, terminated, discharged and forever released; provided that nothing herein shall serve to release any such obligations that, by their express terms, survive the

termination of the Oklahoma Mortgage. Enclosed with this Agreement is an executed and notarized Full Release of such Mortgage which ATI or its agent may file with the appropriate governmental authority.

10. The Deed of Trust and Security Agreement with Assignment of Rents and Fixture Filing dated November 7, 2008, recorded on November 7, 2008, at Image No. 003482870032, at Book 357 and Page 8842 in Newton County, Missouri, from ATI, as mortgagor for the benefit of the Administrative Agent, as mortgagee (the "**Missouri Mortgage**") is hereby terminated and shall be of no further force or effect, and the obligations of ATI under the Missouri Mortgage, and the pledges, liens and security interests granted pursuant to the Missouri Mortgage shall be cancelled, terminated, discharged and forever released; provided that nothing herein shall serve to release any such obligations that, by their express terms, survive the termination of the Missouri Mortgage. Enclosed with this Agreement is an executed and notarized Full Release of such Mortgage which ATI or its agent may file with the appropriate governmental authority.
11. Mortgage and Security Agreement with Assignment of Rents and Fixture Filing dated November 7, 2008, recorded on November 10, 2008, as Instrument No. 2008-00005541, in Essex County, New York in Book M, Volume 1846, Page 54 from NYCO, as mortgagor, to the Administrative Agent, as the beneficiary, (the "**New York Mortgage**") is hereby terminated and shall be of no further force or effect, and the obligations of NYCO under the New York Mortgage, and the pledges, liens and security interests granted pursuant to the New York Mortgage shall be cancelled, terminated, discharged and forever released; provided that nothing herein shall serve to release any such obligations that, by their express terms, survive the termination of the New York Mortgage. Enclosed with this Agreement is an executed and notarized Full Release of such Mortgage which NYCO or its agent may file with the appropriate governmental authority .
12. The Administrative Agent authorizes and directs any Loan Party or its agent to cancel, terminate, discharge and release, in the name and on behalf of the Administrative Agent and the Lenders, any UCC financing statement or other filing or notice in connection with the release of any security interest in, pledge of or mortgage on the Collateral (provided that nothing herein shall release the Cash Collateral securing the Outstanding Letters of Credit or permit any Loan Party to submit any filing or notice to achieve the same), as may be necessary or prudent, or as the Loan Parties may reasonably request, in order to affect the releases granted hereby.
13. Without limiting the foregoing, at the Borrower's sole cost and expense, the Administrative Agent will, and will cause each Lender to, execute and deliver, or cause to be executed and delivered, to the applicable Loan Party such documents, agreements and instruments, and will take or cause to be taken such further actions (including the filing and recording of documentation terminating financing statements, fixture filings, mortgages, deeds of trust and other documents and such other similar actions), which may be required by law or which a Loan Party may, from time to time, reasonably request to carry out the terms and conditions of this Agreement and to the cancel, terminate, discharge and release, the Liens created or intended to be created by the

Collateral Documents (provided that nothing herein shall release the Cash Collateral securing the Outstanding Letters of Credit) .

14. The Administrative Agent confirms to the Loan Parties that it continues in the capacity set out in the preamble to this Agreement under the terms of the Credit Agreement, and has the power and authority to execute this Release Agreement.
15. This Agreement may be executed by one or more of the Parties to this Agreement on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. A set of the copies of this Agreement signed by the Parties shall be lodged with the Administrative Agent and each Loan Party.

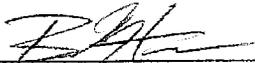
[Signature Page to Follow]

IN WITNESS whereof, the Parties have caused this Agreement to be duly executed and delivered by its proper and duly authorized officers on the day and year first above written.

**ROLLING ROCK MINERALS, INC.,  
a Delaware Corporation**

By:   
Name: Brad Hewson  
Title: CFO, Treasurer

**NYCO MINERALS, INC.,  
a Delaware Corporation**

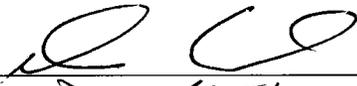
By:   
Name: Brad Hewson  
Title: VP Finance, Secretary

**AMERICAN TRIPOLI, INC.,  
a Delaware Corporation**

By:   
Name: Brad Hewson  
Title: CFO, Treasurer Secretary

[Signature page to follow]

**BANK OF MONTREAL,  
as administrative agent**

By:   
Name: DAN UZZI  
Title: VP

[End of Signature Pages]